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16503  
RECORDATION NO. FILED 1425

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION

September 5, 1989

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WRITER'S DIRECT NUMBER  
(212) 701-3186

Re: The Empire District Electric Company  
Documents for Recordation

Dear Secretary:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code, please find two copies of the document described below. Executed copies of the document are not available. I have therefore enclosed affidavits from the Company to the effect that the enclosed documents are true, correct and complete, conformed copies of the original.

This document is the ninth supplement to a mortgage, a secondary document, dated as of July 1, 1976.

The primary document to which this document is connected is being recorded at the same time.

The names and addresses of the parties are as follows:

Mortgagor: The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri

Trustees: Harris Trust and Savings Bank, 111 West Monroe Street, Chicago, Illinois; First National Bank and Trust Company of Joplin, Joplin, Missouri

Included in the property covered by this document are

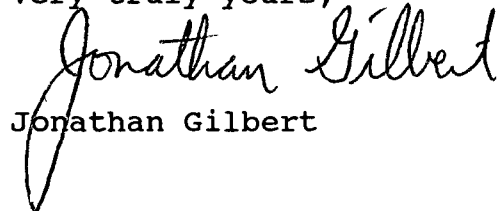
-2-

railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified as: Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: Ninth supplement to mortgage and deed of trust between The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri, as mortgagor, and Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois and First National Bank and Trust Company of Joplin, Joplin, Missouri, dated as of July 1, 1976, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A fee of \$13.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

Very truly yours,



Jonathan Gilbert

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

[Enclosures]

By Hand

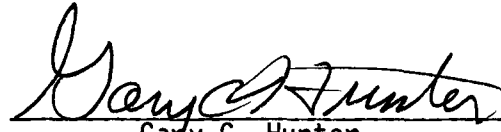
Officer's Affidavit of  
The Empire District Electric Company

The undersigned officer of The Empire District Electric Company hereby certifies that:

I am familiar with the Indenture of Mortgage and Deed of Trust ("Mortgage"), dated as of September 1, 1944, between The Empire District Electric Company, as party of the first part, and Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as trustees, parties of the second part, as amended and supplemented by fifteen supplemental indentures.


Attached hereto is a true, correct and complete, conformed copy of either the Mortgage or one of the fifteen aforementioned supplemental indentures.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, 1989.

  
Gary C. Hunter  
Secretary-Treasurer

State of Missouri }  
County of Jasper } ss:

On this 1st day of September, 1989, before me, personally appeared Gary C. Hunter, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

  
Darlene J. Hills  
Notary Public

My Commission expires September 12, 1990.

16503-2

REGISTRATION NO

SEP 6 1989 • 2 15 PM

INTERSTATE COMMERCE COMMISSION

[CONFORMED COPY]

---

THE EMPIRE DISTRICT ELECTRIC COMPANY

TO

HARRIS TRUST AND SAVINGS BANK

AND

FIRST NATIONAL BANK AND TRUST COMPANY  
OF JOPLIN,

Trustees

---

**Ninth Supplemental Indenture**

Dated as of July 1, 1976

---

(Supplemental to Indenture dated as of  
September 1, 1944)

---

First Mortgage Bonds, 6 $\frac{7}{8}$ % Pollution Control  
Series due 2006

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**NINTH SUPPLEMENTAL INDENTURE**, dated as of July 1, 1976, between THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois and having its principal place of business at 111 West Monroe Street, in the City of Chicago, Illinois, and FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN (successor to The Joplin National Bank and Trust Company), a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Joplin, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee" and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Indenture, dated as of September 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), to secure First Mortgage Bonds of the Company, issuable in series, and created thereunder a series of bonds designated as First Mortgage Bonds, 3½% Series due 1969, being the initial series of bonds issued under the Original Indenture; and

WHEREAS, the Company has heretofore executed and delivered to the Trustees eight Supplemental Indentures supplemental to the Original Indenture as follows:

| <u>Title</u>                         | <u>Dated</u>           |
|--------------------------------------|------------------------|
| First Supplemental Indenture .....   | as of June 1, 1946     |
| Second Supplemental Indenture .....  | as of January 1, 1948  |
| Third Supplemental Indenture .....   | as of December 1, 1950 |
| Fourth Supplemental Indenture .....  | as of December 1, 1954 |
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| Eighth Supplemental Indenture .....  | as of May 1, 1970      |

each for the purpose of creating an additional series of bonds and of conveying additional property of the Company, and some for the purpose of modifying or amending provisions of the Original Indenture (the Original Indenture, all said Supplemental Indentures and this

Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS, the Company has acquired certain additional property hereinafter described or mentioned and, in compliance with its covenants in the Original Indenture, desires, by this Ninth Supplemental Indenture, to evidence the subjection of such additional property to the lien of the Indenture; and

WHEREAS, as provided by the Original Indenture, the Board of Directors of the Company, by resolution, has authorized a new series of bonds, to mature July 1, 2006, and to be designated as "First Mortgage Bonds, 6 $\frac{7}{8}$ % Pollution Control Series due 2006", and has authorized provisions permitted by the Original Indenture in respect of the bonds of said series; and

WHEREAS, the Board of Directors of the Company has authorized the Company to enter into this Ninth Supplemental Indenture (herein sometimes referred to as "this Ninth Supplemental Indenture" or "this Supplemental Indenture") conveying to the Trustees and subjecting to the lien of the Indenture the property hereinafter described or mentioned, creating and designating the new series of bonds, and specifying the form and provisions of the bonds of said series provided or permitted by the Original Indenture; and

WHEREAS, the Company is entering into this Supplemental Indenture and issuing the First Mortgage Bonds, 6 $\frac{7}{8}$ % Pollution Control Series due 2006 for the purpose of (1) inducing the City of Baxter Springs, Kansas, to enter into the Equipment Lease Agreement, dated as of July 1, 1976, from the Company to the City, and the Equipment Sublease Agreement, dated as of July 1, 1976, from the City to the Company, (2) inducing the City of Baxter Springs, Kansas, to issue \$5,500,000 aggregate principal amount of its Pollution Control Revenue Bonds, 1976 Series (The Empire District Electric Company Project) pursuant to the Bond Ordinance adopted by the City's City Council on July 22, 1976 and to use the proceeds from the sale of such Pollution Control Revenue Bonds as provided in such Bond Ordinance and Equipment Lease Agreement, thereby providing funds for the acquisition, construction and installation of certain pollution control facilities by the Company, and (3) securing payments of subrentals under the Equipment Sublease Agreement, and thus, in effect, securing repayment of such Pollution Control Revenue Bonds; and



WHEREAS, the texts of the First Mortgage Bonds, 6 $\frac{7}{8}$ % Pollution Control Series due 2006, and of the Principal Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms following, respectively:

[FORM OF BOND]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

6 $\frac{7}{8}$ % POLLUTION CONTROL SERIES DUE 2006

No.....

\$.....

**THE EMPIRE DISTRICT ELECTRIC COMPANY**, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, hereby promises to pay to \_\_\_\_\_ or registered assigns, on July 1, 2006 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) at its office or agency in the City of Chicago, Illinois, and to pay interest thereon at said office or agency at the rate per annum specified in the title hereof from July 1, 1976, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this series, semiannually on January 1 and July 1 in each year, commencing on January 1, 1977, until the Company's obligation with respect to such principal sum shall be discharged. The principal of and premium, if any, and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on bonds of this series shall be satisfied and discharged (1) to the extent that the City of Baxter Springs, Kansas, Pollution Control Revenue Bonds, 1976 Series (The Empire District Electric Company Project) (hereinafter referred to as the "Revenue Bonds") issued pursuant to the Bond Ordinance adopted by the City Council of said City on July 22, 1976 (the "Revenue Bond Ordinance") (other than Revenue Bonds which have been redeemed or called for redemption, or surrendered in lieu of, in substitution for or in exchange for other Revenue Bonds or sur-

rendered upon registration of transfer of Revenue Bonds) are delivered to, or have been acquired by, the Trustee under the Revenue Bond Ordinance (the "Revenue Bond Trustee") and are cancelled pursuant to the Revenue Bond Ordinance, (2) to the extent that at the time any payment of principal of or premium, if any, or interest on Revenue Bonds becomes due, either at or before maturity, there shall be in the Sinking Fund established pursuant to the Revenue Bond Ordinance sufficient cash (whether received by the Revenue Bond Trustee under the Equipment Sublease Agreement, dated as of July 1, 1976 (the "Sublease"), between the City of Baxter Springs, Kansas, and the Company, or otherwise) available to pay the principal of and premium, if any, and interest on the Revenue Bonds then due, and (3) at such time as pursuant to the provisions of Article XIII of the Revenue Bond Ordinance, the principal of and premium, if any, and interest on the Revenue Bonds has been paid or the Revenue Bond Trustee shall hold monies or Investment Obligations (meeting the requirements of such Article XIII) sufficient to pay the principal of and premium, if any, and interest on the Revenue Bonds as and to the extent in such Article XIII provided, and provision for paying all other sums required by such Article XIII shall have been made.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company (now First National Bank and Trust Company of Joplin), as Trustees (hereinafter called the "Trustees"), and certain indentures supplemental thereto, including a Third Supplemental Indenture, a Sixth Supplemental Indenture, a Seventh Supplemental Indenture, an Eighth Supplemental Indenture and a Ninth Supplemental Indenture (dated respectively as of December 1, 1950, February 1, 1968, April 1, 1969, May 1, 1970 and July 1, 1976) made by the Company to the Trustees (said mortgage and deed of trust and all indentures supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture reference is hereby made for a description of the property mortgaged, the nature and extent

of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture, including the provisions permitting the issuance of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds (including those pertaining to any sinking and improvement or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however*, that without the consent of the holder hereof no such modification or alteration shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or effect any other modification of the terms of payment of such principal or interest or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of his bonds, or will reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 6 $\frac{7}{8}$ % Pollution Control Series due 2006, of the Company.

Upon notice given by mailing the same, by first class mail postage prepaid not less than thirty nor more than sixty days prior to the date fixed for redemption, to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder registered on the Company's books, any or all of the bonds of this series may be redeemed by the Company at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, if redeemed by the operation of the maintenance and replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture.

The bonds of this series are subject to redemption in the manner provided in the Indenture, in whole, by payment of the principal

amount thereof plus accrued interest thereon to the date fixed for redemption, upon receipt by the Trustees of a written demand from the Revenue Bond Trustee stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Ordinance has been declared immediately due and payable pursuant to Section 803 of the Revenue Bond Ordinance. As provided in the Indenture, the date fixed for such redemption shall not be more than 180 days after receipt by the Trustees of the aforesaid written demand and shall be specified in a notice of redemption to be given not more than 10 nor less than 5 days prior to the date so fixed for such redemption. As in the Indenture provided, such notice of redemption shall be rescinded and become null and void for all purposes under the Indenture upon rescission of the aforesaid written demand under the Revenue Bond Ordinance, and thereupon no redemption of the bonds of this series and no payments in respect thereof as specified in such notice of redemption shall be effected or required.

In the manner provided in the Indenture, the bonds of this series are also subject to redemption, not earlier than July 1, 1986, in whole at any time or in part from time to time on any interest payment date upon receipt by the Trustees of a written demand from the Revenue Bond Trustee specifying a principal amount of Revenue Bonds which have been called for redemption pursuant to the second paragraph of Section 301 of the Revenue Bond Ordinance. As provided in the Indenture, bonds of this series equal in principal amount to the principal amount of such Revenue Bonds to be redeemed will be redeemed on the date fixed for redemption of the Revenue Bonds at the principal amount of such bonds of this series and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the following tabulation:

If Redeemed During the Twelve Months'  
Period Ending the Last Day of June,

| <u>Year</u> | <u>Regular<br/>Redemption<br/>Premium</u> | <u>Year</u> | <u>Regular<br/>Redemption<br/>Premium</u> |
|-------------|---|-------------|---|
| 1987 .....  | 3 %                                       | 1990 .....  | 1½ %                                      |
| 1988 .....  | 2½ %                                      | 1991 .....  | 1 %                                       |
| 1989 .....  | 2 %                                       | 1992 .....  | ½ %                                       |

and without premium if redeemed on or after July 1, 1992.

In addition, bonds of this series are subject to redemption at the principal amount thereof and accrued interest to the date fixed for redemption, but without premium, (i) in such principal amounts and on such dates as Revenue Bonds are subject to redemption for a required sinking fund redemption pursuant to the third paragraph of Section 302 of the Revenue Bond Ordinance and (ii) in whole upon receipt of a written demand from the Revenue Bond Trustee stating the Revenue Bonds are to be redeemed pursuant to the first paragraph of Section 301 of the Revenue Bond Ordinance.

If this bond shall be called for redemption in whole or in part, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon (or on the portion hereof to be redeemed) from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new bond of this series, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company will pay interest on this bond only to or upon the order of the holder registered on the Company's books at the date interest is payable on this bond according to the terms hereof. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes. This bond, alone or with other bonds of this series, may in like manner be exchanged at such office or agency for one or more new bonds of this series in authorized denominations, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of any stamp or other tax or governmental charge incident thereto.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any

incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor, as a Trustee under the Indenture referred to herein.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by the facsimile signature of its President or a Vice President, and its corporate seal to be imprinted hereon and attested by the facsimile signature of its Secretary or an Assistant Secretary.

Dated:

THE EMPIRE DISTRICT ELECTRIC  
COMPANY,

By .....

Attest:

*President.*

.....

*Secretary.*

[FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

HARRIS TRUST AND SAVINGS BANK,  
*As Trustee,*

By .....

*Authorized Officer*

and

WHEREAS, the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 6 $\frac{7}{8}$ % Pollution Control Series due 2006, when duly executed by the Company and authenticated by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to make the Original Indenture, the aforementioned eight Supplemental Indentures and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, this Ninth Supplemental Indenture Witnesseth: that The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm, unto Harris Trust and Savings Bank and First National Bank and Trust Company of Joplin, as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect and subject to the same reservations and exceptions, as though specifically described in the granting clauses of the Original Indenture, that is to say:

## PLANTS

### JASPER COUNTY, MISSOURI

#### 1. *Asbury Steam Plant Site:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Seventeen (17), Township Thirty (30), Range Thirty-three (33) in Jasper

County, Missouri, except the East Forty (40) feet thereof, containing 160 acres, more or less, and subject to existing easements of record.

Said land being an addition to land described in Sixth Supplemental Indenture under Plants, Page 9, Item 2.

## SUBSTATIONS AND SWITCHING STATIONS

### DADE COUNTY, MISSOURI

#### 1. *Dadeville East Substation:*

A tract of land in the County of Dade, State of Missouri, described as follows:

That portion of the West One-Half ( $W\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twenty-Five (25), Township Thirty-two North (32N), Range Twenty-five West (25W), in Dade County, Missouri, described as follows: A tract of land, being Five Hundred Ninety and Thirty-two Hundreds (590.32') feet square containing Eight (8) acres, more or less, located in the Southeast (SE) corner of the West One-half ( $W\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Twenty-five (25), Township Thirty-two North (32N), Range Twenty-five West (25W), Dade County, Missouri, said tract located north of and adjacent to the north right-of-way line of Missouri State Highway "W", and west of, and adjacent to, the East boundary of the above described property.

### GREENE COUNTY, MISSOURI

#### 2. *Strafford Substation:*

A tract of land in the County of Greene, State of Missouri, described as follows:

A Tract of Land in the Northeast Quarter, Northeast Quarter, Section 5, Township 29 North, Range 20 West, Greene County, Missouri, being described as follows: Commencing at the Northeast Corner of said Section 5; thence South along the East Line of Section 5 a distance of 502.4 feet; thence North  $89^{\circ} 33'$  West a distance of 249.7 feet to the point of beginning; thence North  $89^{\circ} 33'$  West a distance of 208.7 feet to the East



line of a Public Road; thence North a distance of 208.7 feet, thence South 89° 33' East a distance of 208.7 feet; thence South a distance of 208.7 feet to the point of beginning, containing 1.0 acres, more or less.

3. *Willard Substation:*

A tract of land in the County of Greene, State of Missouri, described as follows:

Beginning at the northeast corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 35, Township 30, Range 23, thence West along section line 363.0 feet thence South 148.5 feet thence East 363.0 feet, to the center line of Section 35, thence North 148.5 feet to the point of beginning except that being used for highway purposes, all in Willard, Greene County, Missouri, containing 1.24 acres more or less.

JASPER COUNTY, MISSOURI

4. *Webb City Substation:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of Lot Numbered Seventy-nine (79) in Walkers Addition to Webb City, Jasper County, Missouri.

Said land being an addition to land described in original Indenture of Mortgage and Deed of Trust under Substations and Switching Stations, Page 39, Item 15.

5. *Atlas Junction Substation:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

Commencing at the Southeast Corner of Section 33, Township 28, Range 32, Jasper County, Missouri, thence North along the East Line of said Section 33 a distance of 501.77 feet, thence South 88 degrees 32 minutes West a distance of 40.0 feet to the West R/W line of Prosperity Road and the point of beginning: THENCE South 88 degrees 32 minutes West a distance of 446.69 feet, thence South a distance of 464.93 feet to North

R/W line of Newman Road, thence North 88 degrees 45 minutes East along North R/W line of Newman Road a distance of 186.09 feet, thence North 00 degrees 01 minutes West a distance of 262.21 feet, thence North 88 degrees 40 minutes East a distance of 260.68 feet to the West R/W line of Prosperity Road, thence North along said R/W line a distance of 204.03 feet to the point of beginning. Except that part thereof in roads or public right-of-ways, if any. Subject to easements, reservations, restrictions, leases, agreements, and covenants, if any, of record.

Said land being an addition to land described in Fifth Supplemental Indenture under Substations and Switching Stations, Page 15, Item 3.

6. *Joplin Northeast Substation:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of a tract of land described as commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter (also known as the South Half of Lot 2 in the Southwest Quarter) of Section Thirty-one (31), Township Twenty-eight (28), Range Thirty-two (32) in Jasper County, Missouri, thence West along the South line of said Section 31, 125.0 feet, thence North 1°-14' East, 66.0 feet to North right of way line of Newman Road and point of beginning; thence North 1°-14' East, 348.0 feet, thence West 383.13 feet, thence South 23°-08' West 412.04 feet to North right of way line of Newman Road, thence East along North right of way line of Newman Road 536.89 feet, to point of beginning, containing 4 acres, more or less, subject to existing easement and rights of way agreement to Cities Service Gas Company.

7. *Sarcozie Southwest Substation:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

Commencing at the SW corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 27, Range 29, Jasper County, Missouri, thence North along the West line of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  a

distance of 20.0 feet, thence East parallel with the South line of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  a distance of 25.0 feet to the point of beginning, THENCE East parallel with the South line of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  a distance of 150.0 feet, thence North parallel with the West line of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  a distance of 150.0 feet, thence West parallel with the South line of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  a distance of 150.0 feet, thence South along the West line of said SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  a distance of 150.0 feet to the point of beginning.

8. *Carl Junction East Substation:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

Commencing at the Southwest corner of Section Thirty-Three (33), Township Twenty-nine (29), Range Thirty-three (33), Jasper County, Missouri, thence East along the South line of said Section Thirty-three (33), a distance of 929.01 feet, thence North a distance of 25.0 feet to the North right of way line of public road and point of beginning; thence North a distance of 250.0 feet, thence East parallel to the South line of said Section Thirty-Three (33), a distance of 220.0 feet, thence South a distance of 250.0 feet to the North right of way line of public road, thence West along the said North right of way line a distance of 220.0 feet to the point of beginning.

9. *Joplin 2nd and Division Substation:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of Lot Numbered Twelve (12) in Block Forty-Nine (49) in Second Addition to East Joplin City, now a part of the City of Joplin, Jasper County, Missouri.

10. *Joplin East Substation:*

A tract of land in the County of Jasper, State of Missouri, A one acre tract (208.70' x 208.70') out of the northeast corner described as follows:

of Lot No. 16 of Garvin's Prosperity Acres located in southeast

corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Nine (9), Township Twenty-seven North (27N), Range Thirty-two West (32W), Jasper County, Missouri, being more particularly described and located as follows: Beginning at the northeast corner of said Lot 16 of Garvin's Prosperity Acres, thence South 208.70 feet, thence West 208.70 feet, thence North 208.70 feet, thence East 208.70 feet, to the point of beginning.

LAWRENCE COUNTY, MISSOURI

11. *Aurora West Substation:*

A tract of land in the County of Lawrence, State of Missouri, described as follows:

All that part of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , of Section 11, Township 26, Range 26, Lawrence County, Missouri, described as: Commencing at an iron pin the Southwest Corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the said Section 11; thence North 30 feet to the North line of old U.S. Highway Route 60; thence East along the said North Highway line a distance of 302.7 feet to the Southeast Corner of Lot 11 in Vangel's Sub-division; thence North along the West line of Oak Crest Drive a distance of 500 feet to the point of beginning; thence north on the same Tangent a distance of 200 feet to an iron pin; thence West 200 feet to an iron pin; thence South 200 feet to an iron pin; thence East 200 feet to the point of beginning. Also a 50 foot by 50 foot street easement for ingress and egress described as Beginning at the Southeast Corner of the above described tract same being the Northeast Corner of Lot 7 in Vangel's Sub-division; thence North 50 feet; thence East 50 feet; thence South 50 feet to the Northwest Corner of Lot 6 in Vangel's Subdivision; thence West 50 feet to the point of beginning.

NEWTON COUNTY, MISSOURI

12. *Seneca East Substation:*

A tract of land in the County of Newton, State of Missouri, described as follows:

Part of the Southwest Quarter, Southwest Quarter, Section 36, Township 25 North, Range 34 West, starting at a point on the

West line of said Southwest Quarter, Southwest Quarter, Section 36, said point being located 500 feet North of the Southwest Corner and at the intersection of the North Line of the St. Louis and San Francisco Railroad Right-of-Way with the said West Line of the Southwest Quarter, Southwest Quarter, Section 36; thence North 57°30' East along said North Right-of-Way Line a distance of 879 feet to the Point of Beginning; thence North 32°30' West a distance of 101.0 feet to the South Line of Oneida Street; thence North 75°22' East a distance of 131.3 feet; thence South 32°30' East a distance of 60.5 feet; thence South 57° 30' West along the North Right-of-Way Line of said railroad a distance of 125.0 feet to the Point of Beginning, all in Newton County, Missouri.

#### POLK COUNTY, MISSOURI

##### 13. *Bolivar Southeast Substation:*

A tract of land in the County of Polk, State of Missouri, described as follows:

All of Lot Numbered Four (4) in Block Two (2), Hutcheson's Second Addition to the City of Bolivar, Polk County, Missouri.

#### COMBINED STOREROOM AND OFFICE BUILDING SITES

##### TANEY COUNTY, MISSOURI

##### 1. *Branson Storeroom and Office Building Site:*

A tract of land in the County of Taney, State of Missouri, described as follows:

All of Lots Numbered 20, 21 and the West Half of Lot 22 in Block 14 in the City of Branson, Taney County, Missouri, as per the recorded plat thereof.

Said land being an addition to land described in Sixth Supplemental Indenture under Combined Storeroom and Office Building Sites, Page 17, Item 4.

## CHRISTIAN COUNTY, MISSOURI

2. *Ozark Storeroom and Office Building Site:*

A tract of land in the County of Christian, State of Missouri, described as follows:

All of Lot One (1) and the North Half (N  $\frac{1}{2}$ ) of Lot Two (2) in Block Six (6), New Town of Ozark, Missouri (same being all of Lot No. 318 and N  $\frac{1}{2}$  of Lot 319 according to Hosea Paul's Survey of the City of Ozark), Christian County, Missouri, EXCEPT, a tract or strip of land 10 feet wide off the west side of Lots 318 and 319 in New Town Addition to City of Ozark, Christian County, Missouri, previously conveyed by a Warranty Deed dated January 10, 1927, by Thomas Gough and Martha Gough, his wife, to State of Missouri for a right-of-way, filed January 11, 1928, in Book 87 at Page 287 in the office of the Recorder of Deeds of Christian County, Missouri; and EXCEPT, that part heretofore deeded to Cities Service Oil Company as described in a certain Warranty Deed from T. F. Gough and Martha Gough, husband and wife, dated July 22, 1950, filed July 22, 1950, in Book 119 at Page 182 in the office of the Recorder of Deeds of Christian County, Missouri.

Said land being an addition to land described in Sixth Supplemental Indenture under Combined Storeroom and Office Building Sites, Page 17, Item 2.

## MISCELLANEOUS PROPERTIES

## JASPER COUNTY, MISSOURI

1. *Carl Junction Industrial Tract:*

A tract of land in the County of Jasper, State of Missouri, described as follows:

All of the West Three-Quarters (W $\frac{3}{4}$ ) of the North One-Half (N  $\frac{1}{2}$ ) of the North One-Half (N  $\frac{1}{2}$ ), and all of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of the Northwest One-Quarter (NW  $\frac{1}{4}$ ), and all of the Southwest One-Quarter (SW  $\frac{1}{4}$ ) of the Northeast One-Quarter (NE  $\frac{1}{4}$ ) of Section Twenty-One (21), Township Twenty-Eight (28), Range Thirty-Three (33), Jasper

County, Missouri, containing One Hundred Ninety Four (194) acres, more or less.

LAWRENCE COUNTY, MISSOURI

2. *The Dadeville-Aurora 161 Kv Line:*

A tract of land in the County of Lawrence, State of Missouri, described as follows:

That part of the North Quarter ( $N\frac{1}{4}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ), Section 29, Township 29, Range 25, lying South of the South right-of-way line of highway 66 (now known as Highway 266), Lawrence County, Missouri.

Also all other property, whether real, personal or mixed (except as in the Original Indenture expressly excepted) of every nature and kind and wheresoever situated now owned or hereafter acquired by the Company;

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of § 8.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property, and every part and parcel thereof;

SUBJECT, HOWEVER, to permitted encumbrances as defined in the Original Indenture; and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of *Article 12* of the Original Indenture;

TO HAVE AND TO HOLD the same, unto the Trustees and their and each of their respective successors and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Original Indenture, so that the same shall be held specifically by the Trustees under and subject to the terms of the Original Indenture in the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the bonds the principal and interest, and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors, does hereby covenant and agree to and with the Trustees, for the benefit of those who shall hold the bonds and the coupons appertaining thereto, or any of them, issued or to be issued under the Indenture, as follows:

## ARTICLE I.

### CREATION AND DESCRIPTION OF FIRST MORTGAGE BONDS, 6 $\frac{7}{8}$ % POLLUTION CONTROL SERIES DUE 2006

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 6 $\frac{7}{8}$ % Pollution Control Series due 2006 (hereinafter sometimes called the "Bonds of the 2006 Series" or "Bonds"). The Bonds of the 2006 Series shall be limited to an aggregate principal amount of Five Million Five Hundred Thousand Dollars (\$5,500,000), excluding any Bonds of the 2006 Series which may be authenticated in lieu of or in substitution or exchange for other Bonds of the 2006 Series pursuant to the provisions of *Article 2* or of § 15.09 of the Original Indenture. Said Bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms



hereinbefore recited, respectively. Each Bond of the 2006 Series shall be dated as of the date of its authentication and all Bonds of the 2006 Series shall mature July 1, 2006 and shall bear interest from July 1, 1976 or from the most recent interest payment date to which interest has been paid or duly provided for, at the rate of  $6\frac{7}{8}\%$  per annum, payable semi-annually on January 1 and July 1 in each year, commencing January 1, 1977. Principal, premium, if any, and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. Interest on Bonds of the 2006 Series shall be paid to or upon the order of the holder of said Bonds registered on the Company's books on the date interest is payable.

The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the 2006 Series shall be satisfied and discharged (1) to the extent that the City of Baxter Springs, Kansas, Pollution Control Revenue Bonds, 1976 Series (The Empire District Electric Company Project) (hereinafter referred to as the "Revenue Bonds") issued pursuant to the Bond Ordinance adopted by the City Council of said City on July 22, 1976 (the "Revenue Bond Ordinance") (other than Revenue Bonds which have been redeemed or called for redemption, or which have been surrendered in lieu of, in substitution for or in exchange for other Revenue Bonds or surrendered upon registration of transfer of Revenue Bonds) are delivered to, or have been acquired by, the Trustee under the Revenue Bond Ordinance (the "Revenue Bond Trustee") and are cancelled pursuant to the Revenue Bond Ordinance, and (2) to the extent that at the time any payment of principal of or premium, if any, or interest on the Revenue Bonds becomes due, either at or before maturity, there shall be in the Sinking Fund established pursuant to the Revenue Bond Ordinance sufficient cash (whether received by the Revenue Bond Trustee under the Equipment Sublease Agreement, dated as of July 1, 1976 (the "Sublease"), between the City of Baxter Springs, Kansas, and the Company, or otherwise) available to pay the principal of and premium, if any, and interest on the Revenue Bonds then due. In the case of clause (1), a principal amount of the Bonds of the 2006 Series equal to the principal amount of the Revenue Bonds cancelled pursuant to the Revenue Bond Ordinance shall be deemed to be satisfied and discharged, and in the case of clause (2), a principal amount of and

premium, if any, and interest on Bonds of the 2006 Series corresponding to the principal of and premium, if any, and interest on the Revenue Bonds for which cash is so available shall be deemed to be satisfied and discharged. The obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on the Bonds of the 2006 Series shall also be satisfied and discharged at such time as pursuant to the provisions of Article XIII of the Revenue Bond Ordinance, the principal of and premium, if any, and interest on the Revenue Bonds has been paid or the Revenue Bond Trustee shall hold monies or Investment Obligations (meeting the requirements of such Article XIII) sufficient to pay the principal of and premium, if any, and interest on the Revenue Bonds as and to the extent in such Article XIII provided, and provision for paying all other sums required by such Article XIII shall have been made. In this case, the entire principal amount of the Bonds of the 2006 Series then outstanding shall be deemed to be satisfied and discharged. Neither the invalidity or unenforceability, in whole or in part, of the Sublease or any provision thereof (whether by reason of bankruptcy or otherwise) shall impair or limit the obligation of the Company to pay the principal of and premium, if any, and interest on the Bonds of the 2006 Series when and as they become due and payable. The Trustees may conclusively presume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the 2006 Series shall have been fully satisfied and discharged unless and until the Trustees shall have received a written notice from the Revenue Bond Trustee stating (i) that timely payment of the principal of or premium, if any, or interest on the Revenue Bonds has not been made, (ii) that there are not sufficient available funds in such Sinking Fund to make such payment and (iii) the amount of funds required to make such payment.

The Company shall not be required to make any transfer or exchange of any Bonds for a period of 10 days next preceding any selection of Bonds for redemption, nor shall it be required to make transfers or exchanges of any Bonds which shall have been selected for redemption in whole or in part.

The Bonds of the 2006 Series shall be issued as fully registered Bonds only, in denominations of \$1,000 and multiples thereof.

The Bonds of the 2006 Series shall be registrable and interchangeable at the office or agency of the Company in the City of Chicago,

Illinois, in the manner and upon the terms set forth in § 2.05 of the Original Indenture, upon payment of such an amount as shall be sufficient to reimburse the Company for, or to pay, any stamp or other tax or governmental charge incident thereto.

Notwithstanding the provisions of § 2.08 of the Original Indenture, no service charge will be made for any exchange or transfer of any Bond of the 2006 Series.

SECTION 2. The Bonds of the 2006 Series described in *Section 1* of this Article, in the aggregate principal amount of Five Million Five Hundred Thousand Dollars (\$5,500,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Principal Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

## ARTICLE II.

### REDEMPTION OF BONDS OF THE 2006 SERIES.

SECTION 1. Bonds of the 2006 Series shall be redeemable in whole upon receipt by the Trustees of a written demand for the redemption of the Bonds of the 2006 Series (hereinafter called "Redemption Demand") from the Revenue Bond Trustee, stating that the principal amount of all the Revenue Bonds then outstanding under the Revenue Bond Ordinance has been declared immediately due and payable pursuant to the provisions of Section 803 of the Revenue Bond Ordinance, specifying the date from which unpaid interest on the Revenue Bonds has then accrued and stating that such declaration of maturity has not been rescinded. The Trustees shall within 10 days of receiving the Redemption Demand mail a copy thereof to the Company stamped or otherwise marked to indicate the date of receipt by the Trustees. The Company shall fix a redemption date for the redemption so demanded (herein called the "Demand Redemption") and shall mail to the Trustees notice of such date at least 30 days prior thereto. The date fixed for Demand Redemption may be any day not more than 180 days after receipt by the Trustees of the Redemption Demand. If the Trustees do not receive such notice from the Company within 150 days

after receipt by the Trustees of the Redemption Demand, the date for Demand Redemption shall be deemed fixed at the 180th day after such receipt. The Trustees shall mail notice of the date fixed for Demand Redemption (hereinafter called the "Demand Redemption Notice") to the Revenue Bond Trustee not more than 10 nor less than 5 days prior to the date fixed for Demand Redemption, provided, however, that the Trustees shall mail no Demand Redemption Notice (and no Demand Redemption shall be made) if prior to the mailing of the Demand Redemption Notice the Trustees shall have received written notice of rescission of the Redemption Demand from the Revenue Bond Trustee. Demand Redemption of the Bonds of the 2006 Series shall be at the principal amount thereof and premium, if any, and accrued interest thereon to the date fixed for redemption, and such amount shall become and be due and payable, subject to the second paragraph of *Section 1 of Article I* of this Supplemental Indenture, on the date fixed for Demand Redemption as above provided. Anything in this paragraph contained to the contrary notwithstanding, if, after mailing of the Demand Redemption Notice and prior to the date fixed for Demand Redemption, the Trustees shall have received a written notice from the Revenue Bond Trustee that the Redemption Demand has been rescinded or that the declaration of maturity of the Revenue Bonds has been rescinded, the Demand Redemption Notice shall thereupon, without further act of the Trustees or the Company, be rescinded and become null and void for all purposes hereunder and no redemption of the Bonds of the 2006 Series and no payments in respect thereof as specified in such Demand Redemption Notice shall be effected or required.

SECTION 2. Bonds of the 2006 Series shall also be redeemable, not earlier than July 1, 1986, in whole at any time or in part from time to time on any interest payment date (hereinafter called "Regular Redemption") upon receipt by the Trustees of a written demand (hereinafter referred to as the "Regular Redemption Demand") from the Revenue Bond Trustee stating: (1) the principal amount of Revenue Bonds to be redeemed pursuant to the second paragraph of Section 301 of the Revenue Bond Ordinance; (2) the date of such redemption and that notice thereof has been given as required by the Revenue Bond Ordinance; (3) that the Trustees shall call for redemption on the stated date fixed for redemption of the Revenue Bonds a principal amount of Bonds of the 2006 Series equal to the principal amount of Revenue Bonds to be redeemed; and (4) that the Revenue Bond Trustee, as

holder of all Bonds of the 2006 Series then outstanding, waives notice of such redemption. The Trustees may conclusively presume the statements contained in the Regular Redemption Demand to be correct. Regular Redemption of the Bonds of the 2006 Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of the bond hereinbefore set forth, and such amount shall become and be due and payable, subject to the second paragraph of *Section 1 of Article I* of this Supplemental Indenture, on the date fixed for such Regular Redemption, which shall be the date specified pursuant to item (2) of the Regular Redemption Demand as above provided.

SECTION 3. Bonds of the 2006 Series shall also be redeemable in such principal amounts and on such dates (hereinafter called "Sinking Fund Redemption") as Revenue Bonds shall be redeemed for a required sinking fund redemption pursuant to the third paragraph of Section 302 of the Revenue Bond Ordinance, upon receipt by the Trustees of a written demand (hereinafter referred to as the "Sinking Fund Redemption Demand") from the Revenue Bond Trustee stating: (1) the principal amount of Revenue Bonds to be redeemed pursuant to the third paragraph of Section 302 of the Revenue Bond Ordinance; (2) the date of such redemption and that notice thereof has been given as required by the Revenue Bond Ordinance; (3) that the Trustees shall call for redemption on the stated date fixed for redemption of the Revenue Bonds a principal amount of Bonds of the 2006 Series equal to the principal amount of Revenue Bonds so to be redeemed; and (4) that the Revenue Bond Trustee, as holder of all Bonds of the 2006 Series then outstanding, waives notice of such redemption. The Trustees may conclusively presume the statements contained in the Sinking Fund Redemption Demand to be correct. Sinking Fund Redemption of the Bonds of the 2006 Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, but without premium, and such amount shall become and be due and payable, subject to the second paragraph of *Section 1 of Article I* of this Supplemental Indenture, on the date fixed for such Sinking Fund Redemption, which shall be the date specified pursuant to item (2) of the Sinking Fund Redemption Demand as above provided.

SECTION 4. Bonds of the 2006 Series shall also be redeemable in whole at any time (hereinafter called "Special Mandatory Redemption"), upon receipt by the Trustees of a written demand (hereinafter referred to as the "Special Mandatory Redemption Demand") from the Revenue Bond Trustee stating: (1) that the Revenue Bonds are to be redeemed pursuant to the first paragraph of Section 301 of the Revenue Bond Ordinance; (2) the date of such redemption and that notice thereof has been given as required by the Revenue Bond Ordinance; (3) that the Trustees shall call for redemption on the stated date fixed for redemption of the Revenue Bonds, the Bonds of the 2006 Series; and (4) that the Revenue Bond Trustee, as holder of all Bonds of the 2006 Series then outstanding, waives notice of such redemption. The Trustees may conclusively presume the statements contained in the Special Mandatory Redemption Demand to be correct. Special Mandatory Redemption of the Bonds of the 2006 Series shall be at the principal amount thereof and accrued interest thereon to the date fixed for redemption, but without premium, and such amount shall become and be due and payable, subject to the second paragraph of *Section 1* of *Article I* of this Supplemental Indenture, on the date fixed for such Special Mandatory Redemption, which shall be the date specified pursuant to item (2) of the Special Mandatory Redemption Demand as above provided.

SECTION 5. Any or all of the Bonds of the 2006 Series shall be redeemable by the Company, at any time and from time to time, prior to maturity, upon notice given by mailing the same, by first class mail postage prepaid, not less than 30 nor more than 60 days prior to the date fixed for redemption, to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, at the principal amount thereof and accrued interest thereon to the date fixed for redemption, but without premium, if redeemed by the operation of § 4.10 of the Original Indenture or by the use of proceeds of released property.

SECTION 6. The provisions of § 5.03, § 5.04 and § 5.05 of the Original Indenture shall be applicable to redemptions of Bonds of the 2006 Series pursuant to the provisions of *Section 1, 2, 3* or *4* of this Article II; provided, however, that, with respect to any redemption of Bonds of the 2006 Series pursuant to such *Section 1, 2, 3* or *4*, an election to redeem shall be made in the manner provided in such *Section 1*,

2, 3 or 4, respectively, and notice of redemption shall be given or waived as provided in such *Section 1, 2, 3 or 4*, respectively. The provisions of § 5.03, § 5.04 and § 5.05 of the Original Indenture shall be applicable to redemption of Bonds of the 2006 Series pursuant to *Section 5* of this Article II. The principal amount of Bonds of the 2006 Series registered in the name of any holder to be redeemed on any partial redemption shall be \$1,000 or a multiple thereof.

SECTION 7. Any Bonds of the 2006 Series retired under any provision of this Article II, or through the operation of any fund created thereby, are hereby expressly permitted to be used for the issuance, authentication and delivery of bonds under § 3.07 of the Original Indenture.

SECTION 8. Any written notice to the Trustees from the Revenue Bond Trustee shall be signed by an officer of the Revenue Bond Trustee duly authorized for such purpose.

### ARTICLE III.

#### DIVIDENDS AND SIMILAR DISTRIBUTIONS.

SECTION 1. The Company hereby covenants that, so long as any of the Bonds of the 2006 Series shall remain outstanding, the covenants and agreements of the Company set forth in § 4.11 of the Original Indenture as heretofore supplemented shall be and remain in full force and effect and be duly observed and complied with by the Company, notwithstanding that no First Mortgage Bonds, 3½% Series due 1969, remain outstanding.

### ARTICLE IV.

#### THE TRUSTEES.

The Trustees accept the trusts created by this Supplemental Indenture upon the terms and conditions hereof and agree to perform such trusts upon the terms and conditions set forth in the Original Indenture as heretofore supplemented and in this Supplemental Indenture set forth. In general, each and every term and condition contained in *Article 13* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

## ARTICLE V.

## MISCELLANEOUS PROVISIONS.

SECTION 1. If the date for making any payment of principal, interest or premium, if any, or the last date for performance of any act or the exercising of any right, as provided in this Supplemental Indenture, shall be a legal holiday or a day on which banking institutions in the City of Chicago, Illinois, are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Supplemental Indenture, and no interest shall accrue for the period after such nominal date.

SECTION 2. The Original Indenture as heretofore and hereby supplemented and amended is in all respects ratified and confirmed; and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture as heretofore supplemented on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All terms defined in *Article I* of the Original Indenture, as heretofore supplemented, for all purposes of this Supplemental Indenture, shall have the meanings therein specified, unless the context otherwise requires.

SECTION 3. In the event that all of the bonds outstanding under the Indenture are declared due and payable pursuant to the provisions of *Article 9* of the Indenture, the Trustees shall immediately give notice thereof in writing to the Revenue Bond Trustee, as the registered holder of Bonds of the 2006 Series, at its address as registered on the Company's books.

SECTION 4. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, the Company and the



Trustees any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 5. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and HARRIS TRUST AND SAVINGS BANK and FIRST NATIONAL BANK AND TRUST COMPANY OF JOPLIN, parties of the second part, have each caused its corporate name to be hereunto affixed, and this instrument to be signed by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC  
COMPANY

By R. C. ALLEN  
*President*

Attest:

H. H. KOST  
*Secretary.*

Signed, sealed and delivered by  
THE EMPIRE DISTRICT ELECTRIC  
COMPANY in the presence of:

R. L. COSTLEY

V. E. BRILL

HARRIS TRUST AND SAVINGS BANK,  
*as Trustee*

By R. S. STAM  
*Vice President.*

Attest:

J. E. KRUEGER  
*Assistant Secretary.*

Signed, sealed and delivered by  
HARRIS TRUST AND SAVINGS  
BANK in the presence of:

R. G. MASON

K. R. RUNNFELDT

FIRST NATIONAL BANK AND TRUST  
COMPANY OF JOPLIN,  
*as Trustee*

By D. B. ADAMSON  
*President.*

Attest:

CARRICK D. WHITE  
*Secretary.*

Signed, sealed and delivered by  
FIRST NATIONAL BANK AND  
TRUST COMPANY OF JOPLIN  
in the presence of:

R. L. COSTLEY

V. E. BRILL

STATE OF MISSOURI }  
COUNTY OF JASPER } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 26th day of July, 1976, before me, a Notary Public in and for the County and State aforesaid, personally appeared R. C. ALLEN, President of The Empire District Electric Company, a Kansas corporation, and H. H. Kost, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its President and Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said R. C. ALLEN and H. H. Kost, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official notarial seal at my office in said County and State the day and year last above written.

My commission expires January 23, 1977.

MILDRED L. MEYER  
*Mildred L. Meyer, Notary Public.*

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.:

BE IT REMEMBERED, and I do hereby certify, that on the 22nd day of July, 1976, before me, a Notary Public in and for the County and State aforesaid, personally appeared R. S. STAM, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and J. E. KRUEGER, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said Harris Trust and Savings Bank, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said R. S. STAM and J. E. KRUEGER, being each duly sworn by me, severally deposed and said: that they reside at Wheaton and Park Ridge, Illinois, respectively; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My commission expires September 2, 1979.

J. M. MOENNICH  
*J. M. Moennich, Notary Public.*

STATE OF MISSOURI }  
COUNTY OF JASPER } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 26th day of July, 1976, before me, a Notary Public in and for the County and State aforesaid, personally appeared D. B. ADAMSON, President of First National Bank and Trust Company of Joplin, a corporation organized under the laws of the United States of America, and CARRICK D. WHITE, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of said First National Bank and Trust Company of Joplin, one of the makers thereof, to the foregoing instrument as its President and Secretary, and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said D. B. ADAMSON and CARRICK D. WHITE, being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said County and State the day and year last above written.

My commission expires May 10, 1978.

MADELINE M. STINNETT  
*Madeline M. Stinnett, Notary Public.*